

#50150

10/3/01

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 22nd day of October, 2001, by and between Goud Food L.L.C., trading as Chez Antoine (hereinafter the "Applicant"), and Kalorama Citizens Association (KCA), witnesses:

Whereas Applicant has filed an application (#50150) with the District of Columbia Alcoholic Beverage Regulation Administration (hereinafter the "Board") for the issuance of a class D/R License for the premises known as Chez Antoine located at 2427 18th St. N.W., Washington DC,

Whereas the Parties hereto desire to enter into a Voluntary Agreement whereby (1) Applicant will agree to adopt certain measures to address the KCA's concerns and to include this agreement as a formal condition of its license, and (2) KCA agrees to the issuance of the license provided that such agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate KCA's concerns,

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

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1. Hours. The hours of operation shall be:
Inside:

Mon	Tues	Wed	Thur	Fri	Sat	Sun
closed	5:00pm- 11:00pm	11:30am-11:00 pm		11:30am-2:00am		11:00am- 9:00pm

Patio: Same as above

2. Seating. Seating capacity will not exceed:

Interior tables and bar: 28 Patio: 6

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with Title 23, DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

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4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing. (b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment. Applicant agrees that 75% of the days that he will open, his recorded music will consist of background dinner music. Applicant has the right on 25% of the days that he opens to have "special events" such as dee-jays playing a special selection of recorded music that might be at a louder volume than background music but will still conform to the requirements of Title 23 DCMR 905.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls" or "tours" or other similar events organized by outside promoters or distribution agents in which participants pay a fee to a promotion company in return for unlimited "specials" on specific beverages at various participating establishments.

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations quiet and noise down from 11:00 pm to 7:00 am.

9. Modification. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABRA Board.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Issuance. KCA agrees to the issuance of the license provided that this Voluntary Agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

Jerome Renaud-Goud

By: Jerome Renaud-Goud
Owner Goud Food L.L.C.

Date: 10/22/01

FOR KALORAMA CITIZENS ASSOCIATION:

Denis I. E. James

Denis I. E. James
ABC Chairman

Date: OCTOBER 22, 2001

Rec'd at
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